



Harris County, Texas

Staff Report

1001 Preston St., Suite 934
Houston, Texas 77002

File #: 21-1585

Agenda Date: 4/13/2021

Agenda #: 236.

		YES	NO	ABSTAIN
	Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Tom S. Ramsey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
To:	Harris County Commissioners Court			
Through:	DeWight Dopslauf, Purchasing Agent, Purchasing Department			
Prepared By:	Cecilia Cervantes, Process Analyst Team Lead, Purchasing Department			
Subject:	Supplemental Item			
Project ID (If applicable):				

Purpose and Request:

Request by the Purchasing Agent for approval of an exemption from the competitive bid requirements and authorize the County Judge to execute the agreements with Kurt Meachum in the amount of \$25,000, Jerry Phillips in the amount of \$25,000, Jo Cassandra Cuevas in the amount of \$25,000 and Jacob Smith in the amount of \$25,000 for Legislative Liaison Services for Harris County for a total of \$100,000.

Background and Discussion:

[INSTRUCTIONS: In this section should concisely provide any background and analysis that the Commissioners Court needs to fully understand the action being requested. Please limit background to 3-4 sentences and include any reference to when this item was previously considered by Court. Background should include reference to study or order that led to this item or if the item is a result of compliance with any specific law or statutory requirements.]

Fiscal Impact:

[INSTRUCTIONS: A short description of the cost of the request and where you are requesting funding from. No more than 2 sentences. In addition please fill out the table below. This includes financial impact to the current fiscal year and subsequent fiscal years along with the source of funding (general fund, grant, etc.). If the amount is within the current budget, please indicate the amount from 'Existing Department Budget'. If all of or part of the request is a new expense, please indicate funding source in the space provided.]

Fiscal Summary			
Expenditures	FY 20-21	FY 21-22 Projected	Future Years Projected [3 additional years]
Service Impacted: [Please specify division where expenditure is incurred]			
Existing Budget			
Additional Appropriation Requested			
Total Expenditures			
Funding Sources			
Existing Department Budget			

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Teneshia Hudspeth, County Clerk

Harris County, Texas

Sylvia Gutierrez Gaza

Deputy



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Please Identify Funding Source, Special Revenue, Grant, etc.			
[INSERT FUNDING SOURCE]			
Total Sources			

Alternatives:
[INSTRUCTIONS: In this section you should briefly discuss any viable alternatives, including the benefits and consequences of each. Include subtitles on the first line of each alternative to identify it. If appropriate, the financial impact of each alternative can be discussed. If taking no action is a viable alternative it should also be discussed, including any financial or other impacts that would result.]

Alignment with Strategic Objective:
[INSTRUCTIONS: Please write out the Department Strategic Objective impacted by this item.]

Attachments:
[INSTRUCTIONS: Please include a list of backup for this item with a short description of each if more than one.]

Presented to Commissioners Court

April 13, 2021

Approve: G/E


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Harris County, Texas



Deputy

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DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

April 7, 2021

SUPPLEMENTAL ITEM

Commissioners Court
Harris County, Texas

RE: Personal Services Exemption – Local Government Code § 262.024 (a)(4)

Members of Commissioners Court:

Please approve an exemption from the competitive bid requirements and authorize the County Judge to execute the Agreements for the following:

Description: Legislative Liaison Services for Harris County

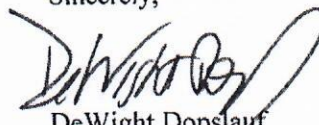
Vendors:	Kurt Meachum	\$25,000
	Jerry Phillips	\$25,000
	Jo Cassandra Cuevas	\$25,000
	Jacob Smith	\$25,000

Amount: \$100,000

Reviewed by: X Intergovernmental & Global Affairs X Harris County Purchasing


Kurt Meachum, Jerry Phillips, Jo Cassandra Cuevas and Jacob Smith will provide personal services required under these Agreements; the County Attorney's Office is preparing Agreement(s) for these services. Purchase orders will be issued upon Commissioners Court approval and execution of agreements.

Sincerely,


DeWight Dopslauf
Purchasing Agent

ERB
cc: Intergovernmental & Global Affairs
Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA APRIL 13, 2021

1001 Preston, Suite 670, Houston, TX 77002 Tel 713-274-4400 Fax 713-755-6695 

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Teneshia Hudspeth, County Clerk
Harris County, Texas



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Deputy



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**AGREEMENT BETWEEN HARRIS COUNTY AND PHILIPS & MEACHUM PUBLIC
AFFAIRS**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between **Harris County**, a body corporate and politic under the laws of the State of Texas (the "County") and **Philips & Meachum Public Affairs** ("Contractor"). The County and Contractor are referred to collectively as "Parties" and individually as a "Party."

Recitals

The County desires to obtain Contractor as a liaison for the County with the members of the legislature, legislative committees, state agencies, and state officials in Austin, Texas.

Contractor is willing to provide the services described in this Agreement.

Contractor represents that they are duly qualified under all applicable laws, rules, and regulations to perform these services.

Contractor warrants that all Services provided under this Agreement will be performed solely by Kurt Meachum and Jerry Philips and not any other agent, officer, or employee of the Contractor or any other entity owned or operated by Contractor.

Terms

1. Contractor agrees that they are to personally serve as the County's liaison for intergovernmental affairs in Austin, Texas by providing the following services ("Services"):
 - a. Provide timely information, analysis and recommendations to the County's Commissioners Court, county officials, and department heads on state statutes and policies that may directly or indirectly affect the County or its officials;
 - b. Work closely with the Commissioners Court, county officials, and county departments to understand the County's programs, fiscal needs and problems caused by state policies, mandates, and budgetary cutbacks so that these needs and problems may be communicated to members of the legislature and other state officials;
 - c. Transmit information concerning County programs, problems, and concerns to and from members of the legislature and other appropriate state officials;
 - d. Work with local government representatives and associations in the furtherance of the interests of the County;
 - e. Give testimony to members of the legislature and to state agencies in hearings conducted by or on behalf of the legislature or state agencies in favor or against acts or subjects of legislative or administrative action; and
 - f. Submit any and all information, reports, or progress updates required by the Harris County Office of Legislative Relations.

Page 1 of 5

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Harris County, Texas

Sylvia Gutierrez Gaza

SYLVIA GUTIERREZ GAZA

Deputy



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- g. It is expressly understood and agreed that all Services must be performed personally by Kurt Meachum and Jerry Philips and such services shall not be assigned to or performed by any other person.

It is understood that Contractor is not authorized to testify for or against any matter as a representative of Harris County unless the testimony supports the position adopted by the Harris County Commissioners Court at a regular meeting of the Court and the Office of Legislative Relations requests Contractor's testimony for or against the legislation. Further, Contractor is not authorized to represent Harris County in any court or administrative proceeding or to appear as counsel for Harris County unless authorized to do so by the Harris County Attorney.

2. The term of this Agreement commences on April 13, 2021 and shall remain in full force and effect until April 12, 2022 unless terminated under any provision hereof. At the County's option, the Agreement may be renewed for four (4) additional and consecutive one-year periods (each a "Renewal Term").

No other person is authorized to perform any Services hereunder without written notice to and approval of the Office of Legislative Relations Harris County will pay Contractor in monthly installments of Four Thousand One Hundred Sixty-Six and 66/100 Dollars (\$4,166.66) for a total not-to-exceed contract amount of Fifty Thousand and No/100 Dollars (\$50,000.00). Contractor will be paid on the basis of monthly invoices submitted by Contractor showing the appropriate monthly amount due. The monthly payments are intended to compensate Contractor for all time and expenses. It is expressly understood that Contractor is neither authorized to seek reimbursement nor is the County obligated to pay for postage, long distance telephone calls, parking fees, travel, mileage, lodging or other costs or expense (similar or dissimilar), or for services not previously approved by the Office of Legislative Relations.

4. It is expressly understood and agreed that the County may terminate this Agreement, with or without cause, at any time by giving Contractor thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination. Upon receipt of such notice, Contractor must discontinue all Services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, Contractor must submit a statement showing the amount due, with the appropriate monthly payment prorated through the date of termination. The Office of Legislative Relations will review such statement and approve it with such modifications, if any, as may be deemed necessary. In the event of termination, copies of all completed or partially completed data, information, documents and instruments prepared under this Agreement shall be delivered to the Office of Legislative Relations within thirty (30) days of termination.
5. Contractor is directly responsible to the Office of Legislative Relations, but Contractor must provide Services to and maintain communications with such other County officials as may be designated by the Office of Legislative Relations. During the term of the Agreement, Contractor must not represent or undertake to perform services similar to those provided for in this Agreement to any other party with respect to matters the Office of Legislative Relations

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determines present a conflict of interest between the interest of the County and that of the other party. In the event that a conflict arises, Contractor must immediately cease representing the other party whose interest is adverse to that of the County. Under no circumstance is Contractor authorized to release any material or information obtained or developed in the performance of his Services under this Agreement without the express prior written permission of the Office of Legislative Relations.

6. Any notice required or permitted to be given by Contractor to the County may be given by certified mail, return receipt requested, or delivered to the following address:

Ender Reed, Interim Director
Harris County Office of Legislative Relations
1001 Preston, Suite 410-B
Houston, TX 77002

Any notice required or permitted to be given by the County to Contractor may be given by certified mail, return receipt requested, or delivered to the following address:

Philips & Meachum Public Affairs
P. O. Box 13506 Capitol Station
Austin, TX 78711

Notices mailed as set forth above are deemed given upon deposit in the United States Mail.

7. In performing the services included in this Agreement, Contractor is an independent contractor and not an employee of the County or any agency or department of the County. The County has no right to supervise or control them in the performance of their obligations hereunder. The County looks to Contractor for results only. It is expressly understood and agreed that this Agreement is for personal services of Contractor and they shall personally perform all of the work necessary to provide the Services as set forth by Office of Legislative Relations and that none shall be performed by any employee, servant, agent, delegate or subcontractor of either.
8. Contractor is not authorized to assign any portion of this Agreement. This Agreement is governed by the laws of the State of Texas. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
9. Nothing herein shall be construed to authorize the payment of money, goods, services, or anything of value or benefit to any public or private person for the purpose of influencing or affecting the performance of public duties by any person.
10. Contractor hereby certifies that neither this Agreement nor the performance thereof either directly or indirectly confers any personal or financial benefit upon any member of the Commissioners Court of Harris County, Texas.

Page 3 of 5

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Teneshia Hudspeth, County Clerk

Harris County, Texas

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Deputy



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11. In his performance of this Agreement, Contractor must observe and comply with all applicable federal and state laws, rules, and regulations, is responsible for all licenses, disclosures, notices, and registrations which may be required in connection with the performance of this Agreement, and must pay all costs and expenses incident thereto. Further, Contractor must not make any recommendations which would conflict with any federal or state law, rule, or regulation.
12. Prior to the execution of this Agreement, Contractor has been advised by the County and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum sum of Fifty Thousand and No/100 Dollars (\$50,000.00) specifically allocated to fully discharge any and all liabilities which may be incurred by the County, including any and all costs for any and all things or purposes, ensuing under or out of this Agreement, irrespective of the nature thereof and notwithstanding any word, statement or thing contained in or inferred from the provisions of this Agreement which might in any light by any person be interpreted to the contrary. With regard to any Renewal Terms or extension of this Agreement, Contractor understands that the County has not certified any funds for any renewal or extension beyond current fiscal funds. Therefore, any extension or renewal is subject to the future availability and certification of the then current fiscal funds.
13. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing, signed by both Parties hereto.
14. *Prior to execution of the Agreement, Contractor shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Contractor warrants and represents that all the information on the form is complete and accurate.*
15. In accordance with Tex. Gov't Code Ann. § 2270.002, Contractor warrants and represents that they do not boycott Israel and agrees that they will not boycott Israel during the term of this contract
16. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
17. Nothing in this Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
18. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

Page 4 of 5

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Harris County, Texas



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SYLVIA GUTIERREZ GAZA

Deputy



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19. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.
20. EXECUTION: Multiple Counterparts: This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

PHILIPS & MEACHUM PUBLIC AFFAIRS HARRIS COUNTY

By: [Signature]
Name: Jerry Philips
Title: Principal
Date: 04/30/2021

By: [Signature]
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENELEE
COUNTY ATTORNEY

By: Philip Berzins
Philip Berzins
Assistant County Attorney
C.A. File 21GEN1238

Page 5 of 5

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Teneshia Hudspeth, County Clerk
Harris County, Texas



[Signature] Deputy
SYLVIA GUTIERREZ GAZA



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AGREEMENT BETWEEN HARRIS COUNTY AND JO CASSANDRA CUEVAS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between **Harris County**, a body corporate and politic under the laws of the State of Texas (the “County”) and **Jo Cassandra Cuevas** (“Jo”). The County and Jo are referred to collectively as “Parties” and individually as a “Party.”

Recitals

The County desires to obtain Jo as a liaison for the County with the members of the legislature, legislative committees, state agencies, and state officials in Austin, Texas.

Jo is willing to provide the services described in this Agreement.

Jo represents that she is duly qualified under all applicable laws, rules, and regulations to perform these services.

Terms

1. Jo agrees that she is to personally serve as the County’s liaison for intergovernmental affairs in Austin, Texas by providing the following services (“Services”):
 - a. Provide timely information, analysis and recommendations to the County’s Commissioners Court, county officials, and department heads on state statutes and policies that may directly or indirectly affect the County or its officials;
 - b. Work closely with the Commissioners Court, county officials, and county departments to understand the County’s programs, fiscal needs and problems caused by state policies, mandates, and budgetary cutbacks so that these needs and problems may be communicated to members of the legislature and other state officials;
 - c. Transmit information concerning County programs, problems, and concerns to and from members of the legislature and other appropriate state officials;
 - d. Work with local government representatives and associations in the furtherance of the interests of the County;
 - e. Give testimony to members of the legislature and to state agencies in hearings conducted by or on behalf of the legislature or state agencies in favor or against acts or subjects of legislative or administrative action; and
 - f. Submit any and all information, reports, or progress updates required by the Harris County Office of Legislative Relations.

It is understood that Jo is not authorized to testify for or against any matter as a representative of Harris County unless the testimony supports the position adopted by the Harris County Commissioners Court at a regular meeting of the Court and the Office of Legislative Relations requests Jo’s testimony for or against the legislation. Further, Jo is not authorized to represent

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Teneshia Hudspeth, County Clerk

Harris County, Texas

Sylvia Gutierrez Gaza

Deputy

SYLVIA GUTIERREZ GAZA



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Harris County in any court or administrative proceeding or to appear as counsel for Harris County unless authorized to do so by the Harris County Attorney.

2. The term of this Agreement commences on April 13, 2021 and shall remain in full force and effect until April 12, 2022 unless terminated under any provision hereof. At the County's option, the Agreement may be renewed for four (4) additional and consecutive one-year periods (each a "Renewal Term").
3. It is expressly understood that Jo is the only person authorized to perform Services under this Agreement.

No other person is authorized to perform any Services hereunder without written notice to and approval of the Office of Legislative Relations. Harris County will pay Jo in monthly installments of Two Thousand Eighty-Three and 33/100 Dollars (\$2,083.33) for a total not-to-exceed contract amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00). Jo will be paid on the basis of monthly invoices submitted by Jo showing the appropriate monthly amount due. The monthly payments are intended to compensate Jo for all time and expenses. It is expressly understood that Jo is neither authorized to seek reimbursement nor is the County obligated to pay for postage, long distance telephone calls, parking fees, travel, mileage, lodging or other costs or expense (similar or dissimilar), or for services not previously approved by the Office of Legislative Relations.

4. It is expressly understood and agreed that the County may terminate this Agreement, with or without cause, at any time by giving Jo thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination. Upon receipt of such notice, Jo must discontinue all Services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, Jo must submit a statement showing the amount due, with the appropriate monthly payment prorated through the date of termination. The Office of Legislative Relations will review such statement and approve it with such modifications, if any, as may be deemed necessary. In the event of termination, copies of all completed or partially completed data, information, documents and instruments prepared under this Agreement shall be delivered to the Office of Legislative Relations within thirty (30) days of termination.
5. Jo is directly responsible to the Office of Legislative Relations, but Jo must provide Services to and maintain communications with such other County officials as may be designated by the Office of Legislative Relations. During the term of the Agreement, Jo must not represent or undertake to perform services similar to those provided for in this Agreement to any other party with respect to matters the Office of Legislative Relations determines present a conflict of interest between the interest of the County and that of the other party. In the event that a conflict arises, Jo must immediately cease representing the other party whose interest is adverse to that of the County. Under no circumstance is Jo authorized to release any material or information obtained or developed in the performance of his Services under this Agreement without the express prior written permission of the Office of Legislative Relations.
6. Any notice required or permitted to be given by Jo to the County may be given by certified

Page 2 of 5

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Harris County, Texas

Sylvia Gutierrez Gaza

SYLVIA GUTIERREZ GAZA

Deputy



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mail, return receipt requested, or delivered to the following address:

Ender Reed, Interim Director
Harris County Office of Legislative Relations
1001 Preston, Suite 410-B
Houston, TX 77002

Any notice required or permitted to be given by the County to Jo may be given by certified mail, return receipt requested, or delivered to the following address:

Jo Cassandra Cuevas
1220 Colorado Street, Suite 300
Austin, TX 78701

Notices mailed as set forth above are deemed given upon deposit in the United States Mail.

7. In performing the services included in this Agreement, Jo is an independent contractor and not an employee of the County or any agency or department of the County. The County has no right to supervise or control her in the performance of his obligations hereunder. The County looks to Jo for results only. It is expressly understood and agreed that this Agreement is for personal services of Jo and she shall personally perform all of the work necessary to provide the Services as set forth by Office of Legislative Relations and that none shall be performed by any employee, servant, agent, delegate or subcontractor of either.
8. Jo is not authorized to assign any portion of this Agreement. This Agreement is governed by the laws of the State of Texas. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
9. Nothing herein shall be construed to authorize the payment of money, goods, services, or anything of value or benefit to any public or private person for the purpose of influencing or affecting the performance of public duties by any person.
10. Jo hereby certifies that neither this Agreement nor the performance thereof either directly or indirectly confers any personal or financial benefit upon any member of the Commissioners Court of Harris County, Texas.
11. In his performance of this Agreement, Jo must observe and comply with all applicable federal and state laws, rules, and regulations, is responsible for all licenses, disclosures, notices, and registrations which may be required in connection with the performance of this Agreement, and must pay all costs and expenses incident thereto. Further, Jo must not make any recommendations which would conflict with any federal or state law, rule, or regulation.
12. Prior to the execution of this Agreement, Jo has been advised by the County and Jo clearly understands and agrees, such understanding and agreement being of the absolute essence to

Page 3 of 5

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Harris County, Texas

Sylvia Gutierrez Gaza

Deputy

SYLVIA GUTIERREZ GAZA



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this Agreement, that the County shall have available the total maximum sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) specifically allocated to fully discharge any and all liabilities which may be incurred by the County, including any and all costs for any and all things or purposes, ensuing under or out of this Agreement, irrespective of the nature thereof and notwithstanding any word, statement or thing contained in or inferred from the provisions of this Agreement which might in any light by any person be interpreted to the contrary. With regard to any Renewal Terms or extension of this Agreement, Jo understands that the County has not certified any funds for any renewal or extension beyond current fiscal funds. Therefore, any extension or renewal is subject to the future availability and certification of the then current fiscal funds.

13. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing, signed by both Parties hereto.
14. *Prior to execution of the Agreement, Jo shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Jo warrants and represents that all the information on the form is complete and accurate.*
15. In accordance with Tex. Gov't Code Ann. § 2270.002, Jo warrants and represents that she does not boycott Israel and agrees that she will not boycott Israel during the term of this contract
16. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
17. Nothing in this Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
18. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
19. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.
20. EXECUTION: Multiple Counterparts: This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

[Execution Page Follows]

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Sylvia Gutierrez Gaza

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Deputy



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JO CASSANDRA CUEVAS

By: _____
Name: Jo Cassandra Cuevas
Title: Consultant
Date: April 27th, 2021

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Philip Berzins
Philip Berzins
Assistant County Attorney
C.A. File 21GEN2737

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Deputy

SYLVIA GUTIERREZ GAZA



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AGREEMENT BETWEEN HARRIS COUNTY AND JACOB SMITH

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between **Harris County**, a body corporate and politic under the laws of the State of Texas (the "County") and **Jacob Smith** ("Jacob"). The County and Jacob are referred to collectively as "Parties" and individually as a "Party."

Recitals

The County desires to obtain Jacob as a liaison for the County with the members of the legislature, legislative committees, state agencies, and state officials in Austin, Texas.

Jacob is willing to provide the services described in this Agreement.

Jacob represents that he is duly qualified under all applicable laws, rules, and regulations to perform these services.

Terms

1. Jacob agrees that he is to personally serve as the County's liaison for intergovernmental affairs in Austin, Texas by providing the following services ("Services"):
 - a. Provide timely information, analysis and recommendations to the County's Commissioners Court, county officials, and department heads on state statutes and policies that may directly or indirectly affect the County or its officials;
 - b. Work closely with the Commissioners Court, county officials, and county departments to understand the County's programs, fiscal needs and problems caused by state policies, mandates, and budgetary cutbacks so that these needs and problems may be communicated to members of the legislature and other state officials;
 - c. Transmit information concerning County programs, problems, and concerns to and from members of the legislature and other appropriate state officials;
 - d. Work with local government representatives and associations in the furtherance of the interests of the County;
 - e. Give testimony to members of the legislature and to state agencies in hearings conducted by or on behalf of the legislature or state agencies in favor or against acts or subjects of legislative or administrative action; and
 - f. Submit any and all information, reports, or progress updates required by the Harris County Office of Legislative Relations.

It is understood that Jacob is not authorized to testify for or against any matter as a representative of Harris County unless the testimony supports the position adopted by the

Page 1 of 5

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SYLVIA GUTIERREZ GAZA



Harris County Commissioners Court at a regular meeting of the Court and the Office of Legislative Relations requests Jacob's testimony for or against the legislation. Further, Jacob is not authorized to represent Harris County in any court or administrative proceeding or to appear as counsel for Harris County unless authorized to do so by the Harris County Attorney.

2. The term of this Agreement commences on April 13, 2021 and shall remain in full force and effect until April 12, 2022 unless terminated under any provision hereof. At the County's option, the Agreement may be renewed for four (4) additional and consecutive one-year periods (each a "Renewal Term").
3. It is expressly understood that Jacob is the only person authorized to perform Services under this Agreement.

No other person is authorized to perform any Services hereunder without written notice to and approval of the Office of Legislative Relations. Harris County will pay Jacob in monthly installments of Two Thousand Eighty-Three and 33/100 Dollars (\$2,083.33) for a total not-to-exceed contract amount of of Twenty-Five Thousand and No/100 Dollars (\$25,000.00). Jacob will be paid on the basis of monthly invoices submitted by Jacob showing the appropriate monthly amount due. The monthly payments are intended to compensate Jacob for all time and expenses. It is expressly understood that Jacob is neither authorized to seek reimbursement nor is the County obligated to pay for postage, long distance telephone calls, parking fees, travel, mileage, lodging or other costs or expense (similar or dissimilar), or for services not previously approved by the Office of Legislative Relations.

4. It is expressly understood and agreed that the County may terminate this Agreement, with or without cause, at any time by giving Jacob thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination. Upon receipt of such notice, Jacob must discontinue all Services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, Jacob must submit a statement showing the amount due, with the appropriate monthly payment prorated through the date of termination. The Office of Legislative Relations will review such statement and approve it with such modifications, if any, as may be deemed necessary. In the event of termination, copies of all completed or partially completed data, information, documents and instruments prepared under this Agreement shall be delivered to the Office of Legislative Relations within thirty (30) days of termination.
5. Jacob is directly responsible to the Office of Legislative Relations, but Jacob must provide Services to and maintain communications with such other County officials as may be designated by the Office of Legislative Relations. During the term of the Agreement, Jacob must not represent or undertake to perform services similar to those provided for in this Agreement to any other party with respect to matters the Office of Legislative Relations determines present a conflict of interest between the interest of the County and that of the other party. In the event that a conflict arises, Jacob must immediately cease representing the other party whose interest is adverse to that of the County. Under no circumstance is Jacob authorized to release any material or information obtained or developed in the performance

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A Certified Copy

Attest: 5/18/2021

Teneshia Hudspeth, County Clerk

Harris County, Texas

Sylvia Gutierrez Gaza

Deputy

SYLVIA GUTIERREZ GAZA



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of his Services under this Agreement without the express prior written permission of the Office of Legislative Relations.

6. Any notice required or permitted to be given by Jacob to the County may be given by certified mail, return receipt requested, or delivered to the following address:

Ender Reed, Interim Director
Harris County Office of Legislative Relations
1001 Preston, Suite 410-B
Houston, TX 77002

Any notice required or permitted to be given by the County to Jacob may be given by certified mail, return receipt requested, or delivered to the following address:

Jacob Smith
2009 Cleese Dr
Austin, TX 78741

Notices mailed as set forth above are deemed given upon deposit in the United States Mail.

7. In performing the services included in this Agreement, Jacob is an independent contractor and not an employee of the County or any agency or department of the County. The County has no right to supervise or control him in the performance of his obligations hereunder. The County looks to Jacob for results only. It is expressly understood and agreed that this Agreement is for personal services of Jacob and he shall personally perform all of the work necessary to provide the Services as set forth by Office of Legislative Relations and that none shall be performed by any employee, servant, agent, delegate or subcontractor of either.
8. Jacob is not authorized to assign any portion of this Agreement. This Agreement is governed by the laws of the State of Texas. The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.
9. Nothing herein shall be construed to authorize the payment of money, goods, services, or anything of value or benefit to any public or private person for the purpose of influencing or affecting the performance of public duties by any person.
10. Jacob hereby certifies that neither this Agreement nor the performance thereof either directly or indirectly confers any personal or financial benefit upon any member of the Commissioners Court of Harris County, Texas.
11. In his performance of this Agreement, Jacob must observe and comply with all applicable federal and state laws, rules, and regulations, is responsible for all licenses, disclosures, notices, and registrations which may be required in connection with the performance of this Agreement, and must pay all costs and expenses incident thereto. Further, Jacob must not

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Deputy

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make any recommendations which would conflict with any federal or state law, rule, or regulation.

12. Prior to the execution of this Agreement, Jacob has been advised by the County and Jacob clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the County shall have available the total maximum sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) specifically allocated to fully discharge any and all liabilities which may be incurred by the County, including any and all costs for any and all things or purposes, ensuing under or out of this Agreement, irrespective of the nature thereof and notwithstanding any word, statement or thing contained in or inferred from the provisions of this Agreement which might in any light by any person be interpreted to the contrary. With regard to any Renewal Terms or extension of this Agreement, Jacob understands that the County has not certified any funds for any renewal or extension beyond current fiscal funds. Therefore, any extension or renewal is subject to the future availability and certification of the then current fiscal funds.
13. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing, signed by both Parties hereto.
14. *Prior to execution of the Agreement, Jacob shall, as an update, complete Form 1295 in accordance with Tex. Gov't Code Ann. § 2252.908 concerning "Interested Parties," Jacob warrants and represents that all the information on the form is complete and accurate.*
15. In accordance with Tex. Gov't Code Ann. § 2270.002, Jacob warrants and represents that he does not boycott Israel and agrees that he will not boycott Israel during the term of this contract
16. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.
17. Nothing in this Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.
18. The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
19. Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.
20. EXECUTION: Multiple Counterparts: This Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one

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Deputy



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and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

JACOB SMITH

By: Jacob Smith
Name: Jacob Smith
Title: Liaison for intergovernmental affairs
Date: 04/26/2021

HARRIS COUNTY

By: Lina Hidalgo
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Philip Berzins
Philip Berzins
Assistant County Attorney
C.A. File 21GEN1240

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